

UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
OFFICE OF THE CHIEF ADMINISTRATIVE HEARING OFFICER

UNITED STATES OF AMERICA)	
Complainant,)	
)	
v.)	
)	8 U.S.C. § 1324a Proceeding
ESTHER PARKING CORP.)	Case No. 95A00087
Respondent.)	

ORDER OF DISMISSAL, SETTLED
(December 1, 1995)


On May 16, 1995, the Immigration and Naturalization Service (INS) filed its Complaint in this case. The Notice of Hearing was issued on May 26, 1995. Having now reached a full settlement of this case, the parties have filed a joint Motion to Dismiss the Complaint in accordance with 28 C.F.R. § 68.14(a)(2) (1995).

I find that under the terms of the Settlement Agreement and Joint Motion to Dismiss, and pursuant to 28 C.F.R. § 68.14, that Respondent has waived its right for a hearing on the Complaint. Accordingly,

- (1) the hearing is hereby cancelled;
- (2) the Complaint is dismissed as settled.

SO ORDERED.

Dated and entered this 1st day of December, 1995.


Marvin H. Morse
Administrative Law Judge

CERTIFICATE OF SERVICE

I hereby certify that copies of the attached Order of Dismissal, Settled, were mailed postage prepaid, this 1st day of December, 1995 addressed as follows:

Counsel for Complainant

Patricia Gannon, Esq.
Immigration and Naturalization Service
P.O. Box 2669
New York, NY 10008-2669

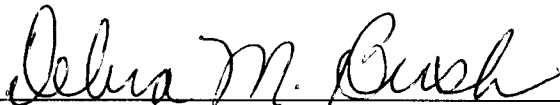
Dea Carpenter, Esq.
Associate General Counsel
Immigration and Naturalization Service
425 "I" Street, NW, Room 6100
Washington, DC 20536

Counsel for Respondent

Richard Fogel, Esq.
Esther Parking Corp.
224 Mulberry Street
New York, NY 10012

Office of the Chief Administrative Hearing Officer

5107 Leesburg Pike, Suite 2519
Falls Church, VA 22041


Debra M. Bush
Legal Technician to Judge Morse
Department of Justice
Office of the Chief Administrative
Hearing Officer
5107 Leesburg Pike, Suite 2519
Falls Church, VA 22041
Telephone No. (703) 305-0861

done

UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
OFFICE OF THE CHIEF ADMINISTRATIVE HEARING OFFICER

UNITED STATES OF AMERICA,)

Complainant)

vs.)


8 U.S.C. 1324a Proceedings
Case No. 95A00087

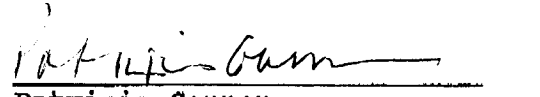
ESTHER PARKING CORP.)

Respondent)

MOTION TO DISMISS

COME NOW the parties to the above entitled action and move that this Court enter an Order of dismissal in said action. In support thereof the parties say that they have reached a full and fair settlement of all claims set forth in the Complaint filed in said action. Said settlement is evidenced by the Settlement Agreement attached hereto. The parties further say that this request is fair and reasonable.


Richard Fogel, President
Esther Parking Corp.
224 Mulberry Street
New York, New York 10012


Patricia Gannon
General Attorney
Immigration and Naturalization
Service
Office of the District Counsel
P.O. Box 2669
New York, N.Y. 10008-2669
(212) 264-6423

Dated:

Just 11/29
ADD-INJ
DDD

Signature

IN THE MATTER OF ESTHER PARKING CORP.

SETTLEMENT AGREEMENT

File No. NYC 274A 94 EG 000515
OCAHO CASE NO. 95A00087

PARTIES TO AGREEMENT

United States Department of Justice
Immigration and Naturalization Service
26 Federal Plaza
New York, New York 10278
Edward J. McElroy, District Director

ESTHER PARKING CORP.
224 Mulberry Street
New York, New York 10012
Richard Fogel, President

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DISTRICT DIRECTOR
NEW YORK

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is made and entered into by and between the United States Department of Justice, Immigration and Naturalization Service (hereinafter "INS") and ESTHER PARKING CORP. located at 224 Mulberry Street, New York, New York 10012 (hereinafter "Respondent"). INS AND RESPONDENT SHALL BE REFERRED TO COLLECTIVELY HEREIN AS "THE PARTIES."

WITNESSETH

WHEREAS, the INS has issued a Complaint (attached hereto and made a part hereof) dated May 10, 1995 against Respondent under Section 274A of the Immigration and Nationality Act, as amended by the Immigration Reform and Control Act of 1986 (hereinafter "the Act") in a case denominated as United States of America vs. ESTHER PARKING Corp.; United States Department of Justice, Executive Office For Immigration Review, Office of the Chief Administrative Hearing Officer Case File No. 94 EG 000515 (hereinafter "the Action"); and

WHEREAS, INS has demanded in the Complaint that the Respondent pay fines in the amount of three thousand seventy dollars (\$3,070.00) for violations of Section 274A(a)(1)(B) of the Act, concerning Respondent's employment of the individuals stated in the Complaint (hereinafter referred to as the "named employees"); and

WHEREAS, the parties to this Agreement desire to settle fully and finally the Action,

NOW WHEREFORE in consideration of the mutual promises and undertakings and covenants contained herein, and intending to be bound by this Agreement, THE PARTIES AGREE AS FOLLOWS:

1. That the Respondent represents that ESTHER PARKING CORP. is, and for all times relevant to this Action has been, a corporation duly established under the laws of the State of New York.
2. That the Complaint and the allegations contained therein, are incorporated herein as though fully set forth.
3. That the Respondent admits all of the allegations

set forth in the Complaint and the Respondent thereby concedes violating Section 274A(a)(1)(B) of the Act.


4. That by the execution of this Agreement the request for a hearing filed by the Respondent on January 11, 1995 pursuant to Section 274A(e)(3) of the Act and 8 C.F.R. Section 274a.9 is hereby withdrawn.
5. Upon dismissal of the Complaint the INS will issue a Final Order (Form I-764) in this Action, in conformity with the provisions of this Agreement, which is a final and unappealable order pursuant to Section 274A(e)(3)(B) of the Act. The said Final Order will issue in the sum of one thousand five hundred dollars (\$1,500.00).
6. That the said Final Order shall have the same force and effect as an Order made after a full hearing.
7. The Respondent agrees to pay and the INS agrees to accept the said sum of one thousand five hundred dollars (\$1,500.00) in full satisfaction of the said Final Order and of all claims set forth in the Complaint. Payment is to be made immediately upon the execution of this agreement but no later than August 12, 1995 by cashier's or certified check made payable to the "Immigration and Naturalization Service". NOV 9 1995
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8. That any time after this debt becomes due and payable, the Respondent authorizes any United States Attorney, Assistant United States Attorney or attorney of record to appear for Respondent and to have the court clerk administratively enter judgment against Respondent in any court. The judgment will be for the entire amount of the superseding Final Order, with interest, less payments actually made. IN ADDITION, THE RESPONDENT WAIVES BOTH THE RIGHT TO BE NOTIFIED AND TO BE GIVEN COURT PAPERS AND HEREBY CONSENTS TO HAVE A JUDGMENT ENTERED AGAINST THE RESPONDENT FOR THE UNPAID BALANCE OF THE DEBT. FURTHER, THE RESPONDENT AGREES TO WAIVE ITS RIGHT TO HAVE THE CASE BROUGHT IN ITS LOCAL COURT, TO RELEASE ANY ERRORS WHICH MAY INTERVENE IN ENTERING A JUDGMENT AGAINST THE RESPONDENT OR IN ISSUING JUDGMENT PAPERS OR PROCEDURES, AND TO CONSENT TO THE RIGHTS OF ENTRY AND ENFORCEMENT ON THIS JUDGMENT. THE RESPONDENT MAKES THIS WAIVER WITH

KNOWLEDGE OF THE EVENTS DESCRIBED HEREIN, AND WITH ADVICE OF LEGAL COUNSEL. FURTHER, THIS WAIVER IS MADE KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY, AND WITHOUT ANY DEGREE OF DURESS OR COMPULSION WHATSOEVER.

9. That nothing in this Agreement shall be construed as relieving the Respondent of liability for future violations of Section 274A of the Act or shielding it from subsequent applicable penalties.
10. That each Party shall bear its own costs, attorneys fees and any other expenses incurred by such Party in this Action.
11. That this Agreement shall be governed by, and construed in accordance with, the laws of the United States and the State of New York. Should any provision of this Agreement be declared or determined by any court or legal body to be illegal or invalid, the validity of the remaining parts, terms and provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
12. That this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the INS and the Respondent and its heirs, assigns, and successors in interest and all parent, subsidiary, and/or affiliated firms, corporations, and/or entities.
13. That this Agreement contains the entire understanding of the Parties and fully supersedes any and all prior agreements and understandings with respect to the subject matter hereof. There have been no representations, express or implied, as to the subject matter hereof, except as contained herein.
14. This Agreement may be amended or modified only by a written instrument duly executed by each of the Parties.
15. That the Agreement is effective on the date it is approved by the Honorable Marvin H. Morse Administrative Law Judge.


16. Each Party represents and warrants that this Settlement Agreement has been duly approved and authorized by such Party and constitutes a binding obligation of such Party, and that the officer or official signing this Agreement is authorized by the Party to sign on its behalf.

IMMGRATION AND NATURALIZATION
SERVICE
26 Federal Plaza
New York, NY 10278



Edward J. McElroy
District Director
New York District

ESTHER PARKING CORP.
224 Mulberry Street
New York, New York 10012



Richard Fogel
President